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Great Minds Quote

Date	March 27, 2024	Quote Number	00366208
Expiration Date	June 24, 2024	Contact Name	Andrew Gatewood
Prepared By	Kim Aguilar	Phone	(859) 534-4000
Email	kim.aguilar@greatminds.org	Email	andrew.gatewood@boone.kyschools.us
Bill to Name	Andrew Gatewood	Ship to Name	Andrew Gatewood
Bill To	8330 US Highway 42 Florence, KY 41042	Ship To	8330 US Highway 42 Florence, KY 41042
		End User	Burlington Elementary

Make Payment to:
Great Minds PBC Tax ID: 84-3785772
Mail payment to:
Great Minds PBC
P.O. Box 200283
Pittsburgh, PA 15251-0283

Phone: 202.223.1854
Email: ordertracking@greatminds.org

Wire/ACH details are available by visiting this link: <https://digitalsupport.greatminds.org/s/ach-instructions>

Eureka Math 2 - Digital	ISBN	Quantity	List Price	Discount	Total Price
Grade Multiple					
Eureka Math Squared, Premium Assessment, Grades 1-9: Service End Date (6/30 of School Year 2025 - 2026 unless noted otherwise)	GM-01835	1095.00	\$12.36	11.00%	\$12,045.44

Eureka Math 2 - Kit	ISBN	Quantity	List Price	Discount	Total Price
Grade K					
Eureka Math Squared Grade K Learn & Digital Bundle: Part-Part-Total Modules 1-6	978-1-64929-023-6	100.00	\$35.02	11.00%	\$3,116.78

Eureka Math Squared Grade K Learn & Digital Bundle: Part-Part-Total Modules 1-6	978-1-64929-023-6	100.00	\$35.02	9.85%	\$3,157.05
Grade 1					
Eureka Math Squared Grade 1 Learn & Digital Bundle: Units of Ten Modules 1-6	978-1-64929-024-3	100.00	\$35.02	11.00%	\$3,116.78
Eureka Math Squared Grade 1 Learn, Apply, & Digital Bundle: Units of Ten Modules 1-6	978-1-64929-018-2	90.00	\$43.26	9.85%	\$3,509.90
Grade 2					
Eureka Math Squared Grade 2 Learn, Apply, & Digital Bundle: Ten Tens, Modules 1-6	978-1-64929-019-9	110.00	\$43.26	9.85%	\$4,289.88
Eureka Math Squared Grade 2 Learn & Digital Bundle: Ten Tens, Modules 1-6	978-1-64929-025-0	90.00	\$35.02	11.00%	\$2,805.10
Grade 3					
Eureka Math Squared Grade 3 Learn & Digital Bundle: Units of Any Number Modules 1-6	978-1-64929-026-7	110.00	\$35.02	11.00%	\$3,428.46
Eureka Math Squared Grade 3 Learn, Apply, & Digital Bundle: Units of Any Number Modules 1-6	978-1-64929-020-5	110.00	\$43.26	9.85%	\$4,289.88
Grade 4					
Eureka Math Squared Grade 4 Learn, Apply, & Digital Bundle: Fractional Units Modules 1-6	978-1-64929-021-2	115.00	\$43.26	9.85%	\$4,484.87
Eureka Math Squared Grade 4 Learn & Digital Bundle: Fractional Units Modules 1-6	978-1-64929-027-4	110.00	\$35.02	11.00%	\$3,428.46
Grade 5					
Eureka Math Squared Grade 5 Learn & Digital Bundle: Fractions are Numbers Modules 1-6	978-1-64929-028-1	115.00	\$35.02	11.00%	\$3,584.30
Eureka Math Squared Grade 5 Learn, Apply, & Digital Bundle: Fractions are Numbers Modules 1-6	978-1-64929-022-9	125.00	\$43.26	9.85%	\$4,874.86

Kit	\$49,182.50
Digital	\$13,534.20
Solution Subtotal	\$62,716.70
Discount	(\$6,584.94)
Shipping and Handling	\$4,426.43
*Pre-Tax Solution Total	\$60,558.18
Estimated Sales Tax	\$0.00
Estimated S&H Tax	\$0.00
Total Solution:	\$60,558.18

This Quote is governed by the Terms and Conditions at <https://greatminds.org/customer-quote-terms> which are hereby incorporated by reference as if fully set forth herein.

****Tax Exemption: If Customer is exempt from paying any or all taxes, customer shall provide written evidence of such tax exemption issued by the applicable taxing authority.***



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Great Minds Quote

Date March 27, 2024
 Expiration Date May 7, 2024
 Prepared By Kim Aguilar
 Email kim.aguilar@greatminds.org

Quote Number 00356277

Contact Name
 Phone
 Email

Bill to Name Boone County Schools
 Bill To 8330 US Highway 42
 Florence, KY 41042

Ship to Name Erpenbeck Elementary School
 Ship To 9001 Weatherington Blvd
 Florence, KY 41042

End User Erpenbeck Elementary School

Make Payment to:
 Great Minds PBC Tax ID: 84-3785772

Phone: 202.223.1854
Email: ordertracking@greatminds.org

Mail payment to:
 Great Minds PBC
 P.O. Box 200283
 Pittsburgh, PA 15251-0283

Wire/ACH details are available by visiting this link: <https://digitalsupport.greatminds.org/s/ach-instructions>

Eureka Math 2 - Digital	ISBN	Quantity	List Price	Discount	Total Price
Grade Multiple					
Eureka Math Squared, Premium Assessment, Grades 1-9: Service End Date (6/30 of School Year 2024 - 2025 unless noted otherwise)	GM-01835	1300.00	\$12.36	11.00%	\$14,300.00
Eureka Math Squared - Great Minds Platform License: Service End Date (6/30 of School Year 2024 - 2025 unless noted otherwise)	GM-01998	125.00	\$10.00	9.85%	\$1,126.88

Eureka Math 2 - Kit	ISBN	Quantity	List Price	Discount	Total Price

Grade K					
Eureka Math Squared Grade K Learn & Digital Bundle: Part-Part-Total Modules 1-6	978-1-64929-023-6	125.00	\$35.02	11.00%	\$3,895.98
Grade 1					
Eureka Math Squared Grade 1 Learn & Digital Bundle: Units of Ten Modules 1-6	978-1-64929-024-3	125.00	\$35.02	11.00%	\$3,895.98
Eureka Math Squared Grade 1 Learn & Digital Bundle: Units of Ten Modules 1-6	978-1-64929-024-3	125.00	\$35.02	9.85%	\$3,946.32
Grade 2					
Eureka Math Squared Grade 2 Learn, Apply, & Digital Bundle: Ten Tens, Modules 1-6	978-1-64929-019-9	125.00	\$43.26	9.85%	\$4,875.00
Eureka Math Squared Grade 2 Learn & Digital Bundle: Ten Tens, Modules 1-6	978-1-64929-025-0	125.00	\$35.02	11.00%	\$3,895.98
Grade 3					
Eureka Math Squared Grade 3 Learn, Apply, & Digital Bundle: Units of Any Number Modules 1-6	978-1-64929-020-5	125.00	\$43.26	9.85%	\$4,875.00
Eureka Math Squared Grade 3 Learn & Digital Bundle: Units of Any Number Modules 1-6	978-1-64929-026-7	125.00	\$35.02	11.00%	\$3,895.98
Grade 4					
Eureka Math Squared Grade 4 Learn, Apply, & Digital Bundle: Fractional Units Modules 1-6	978-1-64929-021-2	140.00	\$43.26	9.85%	\$5,460.00
Eureka Math Squared Grade 4 Learn & Digital Bundle: Fractional Units Modules 1-6	978-1-64929-027-4	125.00	\$35.02	11.00%	\$3,895.98
Grade 5					
Eureka Math Squared Grade 5 Learn & Digital Bundle: Fractions are Numbers Modules 1-6	978-1-64929-028-1	140.00	\$35.02	11.00%	\$4,363.49
Eureka Math Squared Grade 5 Learn, Apply, & Digital Bundle: Fractions are Numbers Modules 1-6	978-1-64929-022-9	145.00	\$43.26	9.85%	\$5,655.00

Eureka Math 2 - Print	ISBN	Quantity	List Price	Discount	Total Price
Grade K					
Eureka Math Squared Grade K Learn: Part-Part-Total Module 2	978-1-64497-076-8	125.00	\$5.84	9.85%	\$658.10
Eureka Math Squared Grade K Learn: Part-Part-Total Module 3	978-1-64497-077-5	125.00	\$5.84	9.85%	\$658.10
Eureka Math Squared Grade K Learn: Part-Part-Total Module 6	978-1-64497-080-5	125.00	\$5.84	9.85%	\$658.10

Eureka Math Squared Grade K Learn: Part-Part-Total Module 5	978-1-64497-079-9	125.00	\$5.84	9.85%	\$658.10
Eureka Math Squared Grade K Learn: Part-Part-Total Module 4	978-1-64497-078-2	125.00	\$5.84	9.85%	\$658.10

Kit	\$54,311.90
Print	\$3,650.00
Digital	\$17,318.00

Solution Subtotal	\$75,279.90
Discount	(\$7,907.87)
Shipping and Handling	\$5,216.57
*Pre-Tax Solution Total	\$72,588.60
Estimated Sales Tax	\$0.00
Estimated S&H Tax	\$0.00
Total Solution:	\$72,588.60

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***Tax Exemption: If Customer is exempt from paying any or all taxes, customer shall provide written evidence of such tax exemption issued by the applicable taxing authority.**



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Great Minds Quote

Date	March 27, 2024	Quote Number	00359787
Expiration Date	May 25, 2024	Contact Name	Kathleen Gutzwiller
Prepared By	Kim Aguilar	Phone	(859) 334-4450
Email	kim.aguilar@greatminds.org	Email	kathleen.gutzwiller@boone.kyschools.us
Bill to Name	Kathleen Gutzwiller	Ship to Name	Kathleen Gutzwiller
Bill To	6775 McVile Rd Burlington, KY 41005	Ship To	6775 McVile Rd Burlington, KY 41005
		End User	Charles Kelly Elementary

Make Payment to:
Great Minds PBC Tax ID: 84-3785772
Mail payment to:
Great Minds PBC
P.O. Box 200283
Pittsburgh, PA 15251-0283

Phone: 202.223.1854
Email: ordertracking@greatminds.org

Wire/ACH details are available by visiting this link: <https://digitalsupport.greatminds.org/s/ach-instructions>

Eureka Math 2 - Kit	ISBN	Quantity	List Price	Discount	Total Price
Grade K					
Eureka Math Squared Grade K Learn & Digital Bundle: Part-Part-Total Modules 1-6	978-1-64929-023-6	50.00	\$35.02	11.00%	\$1,558.39
Eureka Math Squared Grade K Learn & Digital Bundle: Part-Part-Total Modules 1-6	978-1-64929-023-6	50.00	\$35.02	9.85%	\$1,578.53
Eureka Math Squared Grade K Teacher Edition Set: Part-Part-Total Modules 1-6	978-1-64929-036-6	2.00	\$170.00	8.00%	\$312.80
Grade 1					
Eureka Math Squared Grade 1 Learn, Apply, & Digital Bundle: Units of Ten Modules 1-6	978-1-64929-018-2	50.00	\$43.26	9.85%	\$1,949.94

Eureka Math Squared Grade 1 Learn, Apply, & Digital Bundle: Units of Ten Modules 1-6	978-1-64929-018-2	50.00	\$43.26	11.00%	\$1,925.07
Eureka Math Squared Grade 1 Teacher Edition Set: Units of Ten Modules 1-6	978-1-64929-037-3	2.00	\$170.00	8.00%	\$312.80
Grade 2					
Eureka Math Squared Grade 2 Learn, Apply, & Digital Bundle: Ten Tens, Modules 1-6	978-1-64929-019-9	50.00	\$43.26	11.00%	\$1,925.07
Eureka Math Squared Grade 2 Learn, Apply, & Digital Bundle: Ten Tens, Modules 1-6	978-1-64929-019-9	50.00	\$43.26	9.85%	\$1,949.94
Eureka Math Squared Grade 2 Teacher Edition Set: Ten Tens, Modules 1-6	978-1-64929-038-0	2.00	\$170.00	8.00%	\$312.80
Grade 3					
Eureka Math Squared Grade 3 Learn, Apply, & Digital Bundle: Units of Any Number Modules 1-6	978-1-64929-020-5	50.00	\$43.26	9.85%	\$1,949.94
Eureka Math Squared Grade 3 Teacher Edition Set: Units of Any Number Modules 1-6	978-1-64929-039-7	1.00	\$170.00	8.00%	\$156.40
Eureka Math Squared Grade 3 Learn, Apply, & Digital Bundle: Units of Any Number Modules 1-6	978-1-64929-020-5	50.00	\$43.26	11.00%	\$1,925.07
Grade 4					
Eureka Math Squared Grade 4 Learn, Apply, & Digital Bundle: Fractional Units Modules 1-6	978-1-64929-021-2	50.00	\$43.26	9.85%	\$1,949.94
Eureka Math Squared Grade 4 Teacher Edition Set: Fractional Units Modules 1-6	978-1-64929-040-3	1.00	\$170.00	8.00%	\$156.40
Eureka Math Squared Grade 4 Learn, Apply, & Digital Bundle: Fractional Units Modules 1-6	978-1-64929-021-2	50.00	\$43.26	11.00%	\$1,925.07
Grade 5					
Eureka Math Squared Grade 5 Teacher Edition Set: Fractions are Numbers Modules 1-6	978-1-64929-041-0	1.00	\$170.00	8.00%	\$156.40
Eureka Math Squared Grade 5 Learn, Apply, & Digital Bundle: Fractions are Numbers Modules 1-6	978-1-64929-022-9	50.00	\$43.26	11.00%	\$1,925.07
Eureka Math Squared Grade 5 Learn, Apply, & Digital Bundle: Fractions are Numbers Modules 1-6	978-1-64929-022-9	50.00	\$43.26	9.85%	\$1,949.94

Kit	\$26,662.00
Solution Subtotal	\$26,662.00
Discount	(\$2,742.41)
Shipping and Handling	\$1,866.34
*Pre-Tax Solution Total	\$25,785.93
Estimated Sales Tax	\$0.00
Estimated S&H Tax	\$0.00
Total Solution:	\$25,785.93

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greatness

Great Minds Quote

Date March 27, 2024
Expiration Date June 24, 2024
Prepared By Kim Aguilar
Email kim.aguilar@greatminds.org

Quote Number 00366232
Contact Name Kelly Smith
Phone (859) 334-7000
Email kelly.smith@boone.kyschools.us

Bill to Name Kelly Smith
Bill To 8330 US Highway 42
Florence, KY 41042

Ship to Name Kelly Smith
Ship To 8330 US Highway 42
Florence, KY 41042

End User North Pointe Elementary

Make Payment to:
Great Minds PBC Tax ID: 84-3785772
Mail payment to:
Great Minds PBC
P.O. Box 200283
Pittsburgh, PA 15251-0283

Phone: 202.223.1854
Email: ordertracking@greatminds.org

Wire/ACH details are available by visiting this link: <https://digitalsupport.greatminds.org/s/ach-instructions>

Eureka Math 2 - Digital	ISBN	Quantity	List Price	Discount	Total Price
Grade Multiple					
Eureka Math Squared, Premium Assessment, Grades 1-9: Service End Date (6/30 of School Year 2025 - 2026 unless noted otherwise)	GM-01835	725.00	\$12.36	11.00%	\$7,975.00

Eureka Math 2 - Kit	ISBN	Quantity	List Price	Discount	Total Price
Grade K					
Eureka Math Squared Grade K Learn & Digital Bundle: Part-Part-Total Modules 1-6	978-1-64929-023-6	65.00	\$35.02	9.85%	\$2,052.08

Eureka Math Squared Grade K Learn & Digital Bundle: Part-Part-Total Modules 1-6	978-1-64929-023-6	65.00	\$35.02	11.00%	\$2,025.91
Grade 1					
Eureka Math Squared Grade 1 Learn, Apply, & Digital Bundle: Units of Ten Modules 1-6	978-1-64929-018-2	65.00	\$43.26	9.85%	\$2,535.00
Eureka Math Squared Grade 1 Learn, Apply, & Digital Bundle: Units of Ten Modules 1-6	978-1-64929-018-2	65.00	\$43.26	11.00%	\$2,502.59
Grade 2					
Eureka Math Squared Grade 2 Learn, Apply, & Digital Bundle: Ten Tens, Modules 1-6	978-1-64929-019-9	65.00	\$43.26	11.00%	\$2,502.59
Eureka Math Squared Grade 2 Learn, Apply, & Digital Bundle: Ten Tens, Modules 1-6	978-1-64929-019-9	100.00	\$43.26	9.85%	\$3,900.00
Grade 3					
Eureka Math Squared Grade 3 Learn, Apply, & Digital Bundle: Units of Any Number Modules 1-6	978-1-64929-020-5	55.00	\$43.26	9.85%	\$2,145.00
Eureka Math Squared Grade 3 Learn, Apply, & Digital Bundle: Units of Any Number Modules 1-6	978-1-64929-020-5	100.00	\$43.26	11.00%	\$3,850.14
Grade 4					
Eureka Math Squared Grade 4 Learn, Apply, & Digital Bundle: Fractional Units Modules 1-6	978-1-64929-021-2	75.00	\$43.26	9.85%	\$2,925.00
Eureka Math Squared Grade 4 Learn, Apply, & Digital Bundle: Fractional Units Modules 1-6	978-1-64929-021-2	55.00	\$43.26	11.00%	\$2,117.58
Grade 5					
Eureka Math Squared Grade 5 Learn, Apply, & Digital Bundle: Fractions are Numbers Modules 1-6	978-1-64929-022-9	70.00	\$43.26	9.85%	\$2,730.00
Eureka Math Squared Grade 5 Learn, Apply, & Digital Bundle: Fractions are Numbers Modules 1-6	978-1-64929-022-9	75.00	\$43.26	11.00%	\$2,887.61

Kit	\$35,916.10
Digital	\$8,961.00
Solution Subtotal	\$44,877.10
Discount	(\$4,728.60)
Shipping and Handling	\$3,232.45
*Pre-Tax Solution Total	\$43,380.94
Estimated Sales Tax	\$0.00
Estimated S&H Tax	\$0.00
Total Solution:	\$43,380.94

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GREAT MINDS PBC TERMS AND CONDITIONS OF SALE

1) Applicability.

- a) These terms and conditions of sale (these “**Terms**”) govern the sale of goods (“**Goods**”) and the performance of all services (“**Services**”) by Great Minds PBC or any affiliate identified on a Sales Confirmation (as this and all capitalized terms are defined herein) (“**Seller**”), to the purchaser (“**Customer**”).
- b) Any invoice, statement of work, quote or other document referencing these terms (each a “**Sales Confirmation**” and together with these Terms, collectively, this “**Agreement**”) constitute the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. Customer’s issuance of a purchase order in response to the Sales Confirmation constitutes acceptance of these Terms. These Terms prevail over any of Customer’s general terms and conditions of purchase regardless whether or when Customer has submitted its purchase order or such terms. Fulfillment of Customer’s order does not constitute acceptance of any of Customer’s terms and conditions and does not serve to modify or amend these Terms. By issuing a purchase order in response to a Sales Confirmation, notwithstanding any terms included therein, Customer expressly waives any argument or claim that its purchase order terms should apply to the Sales Confirmation, these Terms or this Agreement. To the extent not readily apparent to Seller in Customer’s purchase order, upon request of Seller, Customer shall issue a supplemental purchase order including a list of Goods and Services to be purchased including, for books, the ISBN; (b) if applicable, the quantity of Goods or Services ordered; (c) the requested delivery date; (d) the pricing (exclusive of tax, if any); and (e) Seller’s Delivery Point (as defined below). Such supplemental purchase order shall not otherwise amend these Terms or this Agreement.
- c) The terms and conditions set forth at <https://greatminds.org/digital-terms-conditions> (the “**Digital Services Terms**”) shall apply with respect to Services made available electronically or digitally (“**Digital Services**”) and Customer agrees the Digital Services Terms with respect to its receipt of Digital Services. In the event of a conflict between these Terms and the Digital Services Terms, these Terms shall control.

2) Delivery of Goods and Services.

- a) Goods will be delivered within a reasonable time after the receipt of Customer’s purchase order, subject to availability of finished Goods. Seller shall not be liable for any delays, loss or damage in transit.
- b) Unless otherwise agreed in writing by the parties, Seller shall deliver the Goods to Seller’s fulfillment location (the “**Delivery Point**”) using Seller’s standard methods for packaging and shipping such Goods. Customer shall be responsible for all unloading costs and provide equipment and labor reasonably suited for receipt of the Goods at the Delivery Point.
- c) Seller may, in its sole discretion, without liability or penalty, make partial shipments of Goods to Customer. Each shipment will constitute a separate sale, and Customer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Customer’s purchase order.
- d) If for any reason Customer fails to accept delivery of any of the Goods on the date fixed pursuant to Seller’s notice that the Goods have been delivered at the Delivery Point, or if Seller is unable to deliver the Goods at the Delivery Point on such date because Customer has not provided appropriate instructions, documents, licenses or authorizations: (i) if and to the extent it has not already done so, risk of loss to the Goods shall pass to Customer; (ii) the Goods shall be deemed to have been delivered; and (iii) Seller, at its option, may store the Goods until Customer picks them up, whereupon Customer shall be liable for all related costs and expenses (including, without limitation, storage, re-delivery and insurance).
- e) Digital Services shall be delivered digitally subject to the Digital Service Terms. If Seller has

ADDENDUM

This Addendum is agreed and entered into by and between the **Boone County School District** (“District”) and Great Minds P B C (“Vendor”), and is intended to amend, modify, and supplement the _____ (hereinafter, the “Agreement”).

WHEREAS, the Vendor is providing educational or digital services to the Boone County Board of Education and, by extension, the District; and

WHEREAS, the Vendor and the District recognize the need to protect personally identifiable student information, and other regulated data exchanged between them as required by applicable laws and regulations, such as the Family Educational Rights and Privacy Act (“FERPA”), 20 U.S.C. § 1232(g), 34 C.F.R. Part 99; the Children’s Online Privacy Protection Act (“COPPA”), 15 U.S.C. § 6501-6506, 16 C.F.R. Part 312; the Protection of Pupil Rights Amendment (“PPRA”), 20 U.S.C. § 1232h; 34 C.F.R. Part 98; and applicable state privacy laws and regulations; and

WHEREAS, the Vendor and District desire to enter into this Addendum for the purpose of establishing their respective obligations and duties in order to comply with applicable laws and regulations, and to amend, modify, and supplement the Agreement previously entered into; and

NOW THEREFORE, in consideration of the of the terms, covenants, conditions and promises set forth herein, as well as those set forth in the Parties’ Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to amend, modify, and supplement the Agreement as follows:

Section 1. Definitions for Addendum. For the purpose of this Addendum, the following definitions shall apply:

- 1.1 “Confidential Student Information” shall mean all information, whether PII or directory information, included in the Education Records provided to or accessed by Vendor pursuant to the terms of the Parties’ Agreement.
- 1.2 “District Data” shall mean any information or data owned by the District and provided to Vendor pursuant to the Parties’ Agreement.
- 1.3 “Education Records” shall be defined consistent with the definition set forth in 20 U.S.C. § 1232g(a)(4)(A); 34 C.F.R. § 99.3, and shall mean records that are: (1) directly related to a student; and (2) maintained by an educational agency or institution or by a party acting for the agency or institution.

1.4 “Personally Identifiable Information” (“PII”) shall be defined consistent with the definition set forth in 20 U.S.C. § 1232g(a); 34 C.F.R. § 99.3, and shall mean identifiable information that is maintained in education records and includes direct identifiers, such as a student’s name or identification number, indirect identifiers, such as a student’s date of birth, or other information which can be used to distinguish or trace an individual’s identity either directly or indirectly through linkages with other information.

1.5 Notwithstanding the foregoing, the parties agree and acknowledge that de-identified aggregate or anonymized data derived by Vendor from the information obtained in connection with the services: (i) is not personally identifiable information, Protected Data nor confidential information of the District; and (ii) may be used by Vendor for its data analytics, marketing, research or other business purposes in compliance with applicable federal and state laws, rules and regulations.

Section 2. Student Privacy Acknowledgements. The Parties acknowledge the following: (a) the District is a public school district and is subject to the Family Educational Rights and Privacy Act (“FERPA”), 20 U.S.C. § 1232g; 34 CFR Part 99, which protects the privacy of student education records; (b) the District has outsourced certain services to Vendor, as defined in the Agreement, in furtherance of a legitimate educational interest that would otherwise be performed by the school district; (c) these services include the collection and storage of certain District Data and Confidential Student Information, as set forth in Section 1 of this Addendum; (d) the Vendor is under the direct control of the District with respect to the use and maintenance of District Data and Confidential Student Information provided to it pursuant to the Parties’ Agreement; and (e) Vendor is subject to the requirements in FERPA that any PII obtained from Education Records may be used only for the purposes for which the disclosure was made and consistent with the terms of the Parties’ Agreement.

Section 3. Vendor’s Obligations. Vendor acknowledges and agrees to the following: (a) Vendor is acting as a contractor to the District in performing the function, either directly under the terms of the Agreement and this Addendum, or indirectly through Vendor’s interfaces with another District contractor; (b) Vendor uses reasonable methods to ensure that only individuals with a legitimate educational interest (as to a particular student, such as the student, his or herself, the student’s guardian, and the District) shall have access to the District Data in Vendor’s possession or control; and (c) Vendor uses reasonable methods to ensure that no third parties shall have access to Confidential Student Information or Education Records in its control unless written authorization to distribute such information is provided by the student’s parent/guardian.

Section 4. Ownership of Data. As between District and Vendor, the District retains ownership of all data provided to Vendor pursuant to the Parties’ Agreement, regardless of

whether such data is provided to Vendor by the District, its students, parents, guardians, or any other authorized user.

Section 5. Data Transmission. The Vendor shall ensure the secure transmission of any data exchanged during the course of this agreement. All data transmissions, whether internal or external, shall be encrypted using encryption processes for data in motion which comply, as appropriate, with National Institute of Standards and Technology (“NIST”) Special Publications 800-52; NIST Special Publications 800-77; NIST Special Publications 800-113, or others which are Federal Information Processing Standards (“FIPS”) 140-2 validated, to protect the confidentiality and integrity of the transmitted data. In the event of any security incidents or breaches affecting data while in transit, the Vendor agrees to promptly notify BCS and take necessary remedial actions to mitigate the impact as set forth in Section 8 of this Addendum.

Section 6. Security of Data at Rest. Vendor acknowledges that it is responsible for implementing robust measures to safeguard data at rest. This includes, but is not limited to, encryption of stored data, physical/logical access controls, regular security audits, and the prohibition of storing any data onto a personally owned device. All District Data must be stored in a secure environment, with access limited to authorized personnel only. Vendor shall adhere to valid encryption processes for data at rest that are consistent with NIST Special Publication 800-111 and comply with relevant data protection regulations to ensure the confidentiality and integrity of data at rest. If requested by the District, Vendor shall provide a list of locations where student data is/may be stored, and whenever possible, including where required by applicable law, data shall be stored within the United States. In the event of any security incidents or breaches affecting data at rest, the Vendor agrees to promptly notify the Client and take necessary remedial actions to mitigate the impact.

Section 7. Prohibition Against Use of Student or District Likeness. Vendor acknowledges and agrees that it may not disseminate the District’s name, logo, or likeness for any reason, including marketing, internal training, or similar purposes, to any third party without written authorization from the District. Vendor further acknowledges and agrees that it may not disseminate any Confidential Student Information or District Data – whether explicitly protected under FERPA, directory information (i.e., name, grade, etc.), or student likeness – without written authorization from the student or, if the student is a minor, the student’s parent/guardian. Vendor shall not in any case process student data to advertise or facilitate advertising or to create or correct an individual or household profile for any advertisement purpose, and shall not sell, disclose, or otherwise process student data for any commercial purpose as defined by KRS 365.734.

Section 8. Security Breach Remediation and Notice. Vendor agrees to maintain procedures and practices to preemptively safeguard against security breaches as described in KRS 61.932. However, in the event of a security breach as defined by KRS 61.931, Vendor shall

notify the District in the most expedient time possible and without unreasonable delay, but within seventy-two (72) hours of determination of a security breach relating to the personal information in the possession of Vendor. The notice to the District shall include all information the nonaffiliated third party has with regard to the security breach at the time of notification. In the event of a security breach relating to the personal information in the possession of Vendor, Vendor shall bear the full cost of the notification and investigation requirements set forth in KRS 61.933. In the event of a suspected or confirmed breach, Vendor agrees to retain an independent IT consulting firm, which is mutually agreed-upon by the Parties, to provide requisite forensic/recovery/notification services as provided for by the Commonwealth Office of Technology's recommended data breach response plan. Vendor agrees to comply with all provisions of KRS 61.931–.934 pertaining to the prevention of, investigation of, response to, and remediation of any and all such security breaches.

Vendor shall have no civil or monetary liability hereunder or under any applicable federal or Kentucky law in the event of any breach of Vendor systems which results in the disclosure or use or unauthorized access, use or distribution of Protected Data caused by the actions or omissions of an employee or third-party agent of District or the State of Kentucky.

Section 9. Cloud Computing Service Providers. If Vendor is a cloud computing service provider (as defined in KRS 365.734(1)(b) as “any person other than an educational institution that operates a cloud computing service”), Vendor agrees that: (a) Vendor shall not process Confidential Student Information or student data as defined by KRS 365.734 for any purpose other than providing, improving, developing, or maintaining the integrity of its cloud computing services, unless Vendor receives express permission from the student's parent. Vendor shall work with the student's school and the District to determine the best method of collecting parental permission; (b) Vendor shall not in any case process student data to advertise or facilitate advertising or to create or correct an individual or household profile for any advertising purposes; (c) Vendor shall not sell, disclose, or otherwise process Confidential Student Information for any commercial purpose; and (d) Vendor shall certify in writing to the District that it will comply with KRS 365.734(2).

Section 10. Advertising Limitations. Vendor is prohibited from using, disclosing, or selling Confidential Student Information or District Data to (a) inform, influence, or enable targeted advertising; or (b) develop a profile of a student, family member/guardian or group, for any purpose other than providing the services as set forth in the Parties' Agreement. This section does not prohibit Vendor from using Confidential Student Information or District Data (i) for adaptive learning or customized student learning (including generating personalized learning recommendations); or (ii) to make product recommendations to teachers or District employees; or (iii) to notify account holders about new education product updates, features, or services or from otherwise using Confidential Student Information or District Data for any purpose explicitly permitted by the Parties'

Agreement.

Section 11. Open Records. Vendor acknowledges that the District is subject to the Kentucky Open Records Act, KRS 61.870 to KRS 61.884, and may be required to disclose certain information obtained pursuant to the Parties' relationship as set forth therein. Vendor agrees that it will not pursue any legal action against the District for any disclosure of Vendor's information or data made in response to an Open Records Request.

Section 12. Law Enforcement or Court-Mandated Disclosures. Should law enforcement or other government entities ("Requesting Part(ies)") contact Vendor with a request for Confidential Student Information or Education Records held by the Vendor pursuant to the Parties' Agreement, the Vendor shall notify the District in advance of a compelled disclosure to the Requesting Party, unless lawfully directed by the Requesting Party not to inform the Board of the request. Similarly, if Vendor becomes legally compelled to disclose any District Data, Confidential Student Information, or Education Records (whether by judicial or administrative order, applicable law, rule, regulation, or otherwise), Vendor shall use all reasonable efforts to provide the District with advance notice before disclosure so that the District may seek a protective order or other appropriate remedy to prevent the disclosure or to ensure the Board's compliance with the confidentiality requirement of federal or state law.

Section 13. Data Protection Upon Conclusion of Contract. Upon termination, cancellation, expiration, or other conclusion of the Parties' Agreement, Vendor shall return all District Data in the possession of Vendor, its subcontractors, or agents to the District, unless otherwise directed by the District in writing that such Client Data alternatively be destroyed. Vendor shall complete such return or destruction within thirty (30) calendar days of the termination of this Agreement and shall certify compliance with this Section, in writing, to the District within ten (10) calendar days of such return or destruction.

Section 14. Insurance. Vendor shall maintain, during the term of the Agreement, a cyber-insurance liability policy, in the amount of \$3 million. Upon request, Vendor shall furnish the certificate of insurance evidencing this coverage. The certificate of insurance shall name the Boone County Board of Education as additional insured in the Description of Operations section of the Certificate of Insurance.

Section 15. Equitable Relief. In any action or proceeding to enforce rights under the Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. Vendor acknowledges that the District may seek and obtain injunctive relief for the unauthorized use or dissemination of District Data or Confidential Information, or other violations of the Parties' Agreement, in addition to, and not in limitation of, other legal remedies provided under state and federal law.

Section 16. Limitation of Liability. IN NO EVENT SHALL (I) VENDOR BE LIABLE TO DISTRICT OR ANY PARTY CLAIMING THROUGH DISTRICT FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES, OF ANY KIND OR

NATURE ARISING OUT OF, OR RELATING TO THE BREACH OF THIS AGREEMENT, WHETHER SUCH DAMAGE OR LOSS IS FORESEEABLE OR NOT, WHETHER VENDOR HAS BEEN ADVISED OF THE POSSIBILITY THEREOF OR NOT, AND WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT, OR OTHERWISE OR (II) VENDOR'S LIABILITY ARISING OUT OF THIS AGREEMENT EXCEED THE FEES PAID BY DISTRICT TO VENDOR IN THE TWELVE (12) MONTHS FOR DIGITAL SERVICES PRIOR TO THE EVENT FROM WHICH A CLAIM FOR LIABILITY AROSE.

However, Vendor acknowledges that this limitation of liability does not extend to security breaches of District Data that are of no fault of the District. Vendor acknowledges that it may be liable for damages in the event of a breach which results in the unlawful dissemination of District Data that is determined to be a result of the Vendor's acts, omissions, and/or negligence. In the event of such a breach, Vendor agrees to indemnify and hold the District, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits, including attorney fees, arising out of or in connection with the performance of this Agreement and resulting breach and unlawful dissemination of District Data.

Section 17. Governance. The laws of the Commonwealth of Kentucky shall govern all questions as to the execution, validity, interpretation, construction and performance of this Agreement and Addendum, or any of their terms. Any suit, action or other proceeding regarding the execution, validity, interpretation, construction or performance of this agreement shall be filed in the Boone Circuit Court of the Commonwealth of Kentucky. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Eastern District of Kentucky.

Section 17. Effect of Addendum. The Parties agree that the terms and conditions set forth in this Addendum modify, amend, and supplement the Agreement as set forth above, and agree to be bound to the terms herein. To the extent that the Addendum expressly conflicts with the terms and conditions of the Agreement, the Addendum shall control.

IN WITNESS WHEREOF, the District and Vendor execute this Addendum to be effective consistent with the effective date of the Parties' Agreement.

BOONE COUNTY SCHOOL DISTRICT

By: _____

Date: _____

Printed Name: _____

Title/Position: Boone County Schools, Board Chair

[Great Minds PBC]

By: Donna M. Brown

Date: 4/4/24

Printed Name: Donna M. Brown

Title/Position: Interim General Counsel

agreed to provide in-person services (e.g., Professional Development Services) in a Sales Confirmation and Customer later requests that such services be delivered virtually, electronically, or remotely, Customer will be charged and responsible for payment for the services at the higher of: (A) the then applicable “virtual” rate, or (B) the “in-person” rate in the Sales Confirmation.

3) Non-Delivery.

- a) The quantity of any installment of Goods as recorded by Seller on dispatch from Seller’s place of business is conclusive evidence of the quantity received by Customer on delivery unless Customer can provide conclusive evidence proving the contrary.
- b) The Seller shall not be liable for any non-delivery of Goods (even if caused by Seller’s negligence) unless Customer gives written notice to Seller of the non-delivery within five (5) days of the date when the Goods would in the ordinary course of events have been received.
- c) Any liability of Seller for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or adjusting the invoice respecting such Goods to reflect the actual quantity delivered.

4) Shipping Terms All deliveries are FOB shipping point.

5) Title and Risk of Loss. Title and risk of loss passes to Customer at the Delivery Point.

6) Inspection and Rejection of Nonconforming Goods; Returns.

- a) Customer shall inspect the Goods within ten (10) business days of receipt (“**Inspection Period**”). Customer will be deemed to have accepted the Goods unless it notifies Seller in writing of any Nonconforming Goods during the Inspection Period and furnishes such written evidence or other documentation as required by Seller. “**Nonconforming Goods**” means only the following: (i) Goods shipped are different than identified in Customer’s purchase order; or (ii) Goods’ labels or packaging incorrectly identifies its contents, or (iii) Goods contain material defects in material or workmanship.
- b) If Customer timely notifies Seller of any Nonconforming Goods, Seller shall, in its sole discretion, (i) replace such Nonconforming Goods with conforming Goods, or (ii) credit or refund the Price for such Nonconforming Goods, together with any reasonable shipping and handling expenses incurred by Customer in connection therewith. Customer shall ship, at Seller’s expense, the Nonconforming Goods to Seller’s facility. If Seller exercises its option to replace Nonconforming Goods, Seller shall, after receiving Customer’s shipment of Nonconforming Goods, ship to Customer, at Seller’s expense, the replacement Goods to the Delivery Point.
- c) Customer acknowledges and agrees that the remedies set forth in Section 6(b) above are Customer’s exclusive remedies for the delivery of Nonconforming Goods. Except as provided under Section 6(b) and Section 6(d), all sales of Goods to Customer are made on a one-way basis and Customer has no right to return Goods purchased under this Agreement to Seller.
- d) Customer may return Goods, provided any returned goods must be received by Seller within forty-five (45) days of their initial receipt by Customer. Each return will be subject to a \$50 return processing fee as well as a restocking fee equal to 10% of the Price paid by the Customer for the Goods. Customer shall pay all shipping and handling charges necessary to return Goods to the Seller and shall be liable for risk of loss for return shipments. Customer shall complete any forms reasonably requested by Seller in connection with the return.

7) Intellectual Property.

- a) “Intellectual Property Rights” means all (a) patents, patent disclosures, and inventions (whether patentable or not), (b) trademarks, service marks, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, (c) copyrights and copyrightable works (including computer programs), including derivative works, and rights in data or databases, (d) trade secrets, know-how, and other confidential information, and (e) all other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or

forms of protection in any part of the world. “GM’s Intellectual Property Rights” means all Intellectual Property Rights owned by or licensed to GM. The parties acknowledge and agree that GM shall own all right, title, and interest in and to the Intellectual Property Rights in and to all documents, work product, and all other materials and media in any form or format that are delivered to Customer under this Agreement or prepared by or on behalf of GM in the course of performing Services (“Deliverables”).

- b) Customer acknowledges and agrees that:
 - i) any and all of GM’s Intellectual Property Rights are the sole and exclusive property of GM or its licensors;
 - ii) Customer shall not acquire any ownership interest in any of GM’s Intellectual Property Rights under this Agreement;
 - iii) any goodwill derived from the use by Customer of GM’s Intellectual Property Rights inures to the benefit of GM or its licensors, as the case may be;
 - iv) if Customer acquires any Intellectual Property Rights, rights in or relating to any Goods (including any rights in any trademarks, derivative works, or patent improvements relating thereto) by operation of law or otherwise, such rights shall be deemed and hereby are irrevocably assigned to GM or its licensors, as the case may be, without further action by either of the parties; and
 - v) Customer shall use GM’s Intellectual Property Rights solely for purposes of using the Goods and Services under this Agreement and only in accordance with this Agreement and the instructions of GM from time to time, and such use shall be subject to quality control by GM.
- c) Notwithstanding anything to the contrary herein, Customer shall not:
 - i) take (or fail to take) any action that might interfere with any of GM’s rights in or to GM’s Intellectual Property Rights, nor GM’s ownership or exercise thereof.
 - ii) make any unauthorized recordings or copies of GM’s Intellectual Property, Goods and/or Deliverables;
 - iii) challenge any right, title, or interest of GM in or to GM’s Intellectual Property Rights;
 - iv) make any claim or take any action adverse to GM’s ownership of GM’s Intellectual Property Rights;
 - v) engage in any action that tends to disparage, dilute the value of, or reflect negatively on the Goods, Services, or any GM’s trademarks;
 - vi) alter, obscure, or remove any of GM’s trademarks, or trademark or copyright notices, or any other proprietary rights notices placed on the Goods, Deliverables, marketing materials, or other materials that GM may provide;
 - vii) modify, alter, or otherwise change the materials that are the subject of GM’s Intellectual Property Rights.

8) Price.

- a) Customer shall purchase the Goods or Services, as applicable, from Seller at the price (the “**Price**”) set forth in this Agreement.
- b) All Prices are exclusive of all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any governmental authority on any amounts payable by Customer. Customer shall be responsible for all such charges, costs and taxes; provided, that, Customer shall not be responsible for any taxes imposed on, or with respect to, Seller’s income, revenues, gross receipts, personnel or real or personal property or other assets.

9) Payment Terms.

- a) Seller will invoice Customer for Goods upon their delivery to the Delivery Point. Digital Services will be invoiced upon first delivery of the Digital Services. Services, other than Digital Services will be invoiced upon the earlier of (a) delivery of the Services, or (b) June 30 of the calendar year succeeding the year of the Sales Confirmation.

- b) Customer shall pay all invoiced amounts due to Seller within 30 days from the date of Seller's invoice. Customer shall make all payments hereunder by wire transfer and in US dollars.
- c) Customer shall pay interest on all late payments at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Customer shall reimburse Seller for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under these Terms or at law (which Seller does not waive by the exercise of any rights hereunder), Seller shall be entitled to suspend the delivery of any Goods if Customer fails to pay any amounts when due hereunder and such failure continues for 30 days following written notice thereof.
- d) Customer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Seller, whether relating to Seller's breach, bankruptcy or otherwise.
- e) Seller may refuse to fulfill orders or terminate any Sales Confirmation, in its absolutely sole discretion, including if Customer is delinquent in its payment obligations under any of its agreements with Seller.

10) Limited Warranty.

- a) Subject to the terms of Section 6, Seller warrants to Customer that on the date of shipment of any Goods such Goods will materially conform to the specifications set forth in the Sales Confirmation and will be free from material defects in material and workmanship.
- b) Other than Digital Services, Seller warrants to Customer that it shall perform any Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement.
- c) **SELLER MAKES NO OTHER WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS OR SERVICES, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.**
- d) Seller shall not be liable for a breach of the warranty set forth in Section 10(a) unless: (i) Customer gives written notice of the defect, reasonably described, to Seller within 10 days of the time when Customer discovers or ought to have discovered the defect and has otherwise complied with the terms of Section 6(a) (if applicable); (ii) Seller shall be given a reasonable opportunity after receiving the notice to examine such Goods and Customer (if requested to do so by Seller) returns such Goods to Seller's place of business at Seller's cost for the examination to take place there; and (iii) Seller reasonably verifies Customer's claim that the Goods are defective.
- e) The Seller shall not be liable for a breach of the warranty set forth in Section 10(a) if: (i) Customer makes any further use of such Goods after giving such notice; (ii) the defect arises because Customer failed to follow Seller's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods; or (iii) Customer alters or repairs such Goods without the prior written consent of Seller.
- f) In the case of the warranties set forth in Section 10(a) Customer's remedies shall be as set forth in Section 6.
- g) In the case of the warranties set forth in Sections 10(b), Seller shall, in its sole discretion, either: (a) use its reasonable commercial efforts to reperform or cause to be reperformed any Services not in substantial compliance with these warranties, or (b) refund amounts paid by Customer related to the portion of Services not in substantial compliance.
- h) **THE REMEDIES SET FORTH IN SECTIONS 10(f)-(g) SHALL BE THE BUYER'S SOLE AND EXCLUSIVE REMEDY AND SELLER'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTIES SET FORTH IN SECTION 10(a) or SECTION 10(b).**

11) Limitation of Liability.

- a) **IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.**
- b) **IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, IRRESPECTIVE OF THE GOODS OR SERVICES SOLD AND WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED \$100,000.00.**
- c) The limitation of liability set forth in Section 11(b) above shall not apply to (i) liability resulting from Seller's gross negligence or willful misconduct and (ii) death or bodily injury resulting from Seller's acts or omissions.
- 12) Waiver. No waiver by Seller of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Seller. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
- 13) Force Majeure. The Seller shall not be liable or responsible to Customer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Seller including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes or shortages (impacting either Seller or its vendors), or restraints or delays affecting carriers or Seller's ability (or inability) or delay in obtaining supplies of adequate or suitable materials (including any such shortages or delays caused by COVID-19), materials or telecommunication breakdown or power outage.
- 14) Assignment. Customer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Seller. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Customer of any of its obligations under this Agreement.
- 15) Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.
- 16) No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.
- 17) Governing Law.
- a) The construction and validity of these Terms and this Agreement shall be governed by the laws of the state where Customer is located, without giving effect to its conflict of laws rules, regardless of where any order was placed or filed, the place of performance of the Services or delivery of reports, or where any other act or performance occurred. Where Customer is not located in the United States or is not formed, incorporated, or organized under the laws of a State, possession or

territory of the United States, the Terms and this Agreement shall be governed by the laws of Delaware without giving effect to its conflict of laws rules.

- b) All Services provided by Seller shall be deemed to be provided in the state where the Customer is located. Customer agrees to the exclusive jurisdiction of the federal and state courts located in the state where the Customer is located, with respect to the adjudication of any dispute arising out of or in connection with the provision of the Services or these Terms. Where Customer is not located in the United States or is not formed, incorporated, or organized under the laws of a State, possession or territory of the United States, the parties agree to the exclusive jurisdiction of the state and federal courts located in Delaware.
- 18) Notices. All notices, request, consents, claims, demands, waivers and other communications hereunder (each, a “**Notice**”) shall be in writing and addressed to the parties at the addresses set forth on the face of the Sales Confirmation or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.
- 19) Cancellation. Onsite Professional Development (PD) requires written notification of cancellation ten (10) business days prior to the session date. Virtual PD requires written notification of cancellation three (3) business days prior to the session date. Cancellation and rescheduling requests outside of the above-stated cancellation windows may incur late fees equivalent to the cost of canceled or rescheduled session.
- 20) Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
- 21) Equitable Relief. Customer acknowledges and agrees that (a) a breach or threatened breach by Customer of any of its obligations hereunder would give rise to irreparable harm to Seller for which monetary damages may not be an adequate remedy and (b) in the event of a breach or a threatened breach by Customer of any such obligations, Seller shall, in addition to any and all other rights and remedies that may be available to Seller at law, at equity, or otherwise in respect of such breach, be entitled to equitable relief, including a temporary restraining order, an injunction, specific performance, and any other relief that may be available from a court of competent jurisdiction, without any requirement to post a bond or other security, and without any requirement to prove actual damages or that monetary damages will not afford an adequate remedy. Customer shall not oppose or otherwise challenge the appropriateness of equitable relief or the entry by a court of competent jurisdiction of an order granting equitable relief, in either case.
- 22) Waiver, Amendment or Modification. No waiver, amendment, or modification of these Terms nor this Agreement shall be valid or binding unless in a writing specifically referencing these terms and signed by both Customer and Seller. Waiver by either party of any breach or default of any provision of these Terms or this Agreement by the other party shall not operate as a waiver of any previous or future default or breach of the same or different provision of these Terms or this Agreement.